



Pharmaceutical Corp., 84 N.J. 58, 72 (1980) and Shebar v. Sanyo Bus. Sys. Corp., 111 N.J. 276 (1988).

2. Plaintiff also has claims for the torts of intentional infliction of emotional distress; negligent infliction of emotional distress; negligence; negligent hiring; negligent retention; assault; battery; and false imprisonment, which are subject to the notice requirements of the New Jersey Tort Claims Act, N.J.S.A. §§ 59:1-1 et seq. Plaintiff filed her tort claim notice with the State of New Jersey on April 23, 2019. Accordingly, Plaintiff reserves the right to amend this complaint to add these additional claims at the appropriate time.

### **PARTIES**

3. Plaintiff, Nicole Rojo, is a citizen of the State of New Jersey and an adult individual residing at the above address; and was, at all relevant times, an employee of Defendants and entitled to protections under the NJLAD, CEPA, NJCRA, NJWPL, and New Jersey common law under Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58, 72 (1980) and Shebar v. Sanyo Bus. Sys. Corp., 111 N.J. 276 (1988).
4. Defendant, City of Camden ("Camden"), is and was, at all relevant times, a municipal corporation organized, existing and/or incorporated under the laws of the State of New Jersey, with its principal place of business located at 520 Market Street, City Hall, Camden, NJ 08101.
5. Defendant, The Parking Authority for the City of Camden ("the Authority"), is and was, at all relevant times, a municipal organization that was created in 1958 by an ordinance passed pursuant to the New Jersey Parking Authority Act of 1948. The purpose of the Authority is the construction, provision, and operation of off-street parking facilities, the

promotion of traffic improvement, and any other legal parking related activity, additionally, to the extent authorized by the governing body of the City, the Authority is involved in the management and operation of on-street parking meters and other related facilities and enforcement of the applicable laws, ordinances and regulation relating to the parking of vehicles. It functions under the direction of a five-member Board of Commissioners appointed by the City Council of Camden, New Jersey. The Authority has its principal place of business located at 10 Delaware Avenue, Camden, NJ 08103.

6. Defendant, Willie E. Hunter, Sr., is and was, at all relevant times, a member of the Authority's Board of Commissioners, and holds the position of the Authority's Executive Director—the Authority's highest management-level position—with his principal place of business located at 10 Delaware Avenue, Camden, NJ 08103.
7. Defendant, Michael J. Ash, Esquire, is and was, at all relevant times, the Authority's General Counsel, with his principal place of business located at 10 Delaware Avenue, Camden, NJ 08103.
8. Defendant, Michael Alejandro, is and was, at all relevant times, the Authority's Operations Manager—the next highest position to Defendant Hunter in the Authority's management structure—with his principal place of business located at 10 Delaware Avenue, Camden, NJ 08103.
9. At all relevant times, Defendants, Hunter, Ash and Alejandro, were agents and/or employees of Defendants, Camden and the Authority, and at all relevant times were acting within the course and scope of their agency and/or employment with Defendants, Camden and the Authority.

10. At all relevant times, Defendants, Hunter, Ash and Alejandro, had authority to affect the terms and conditions of Plaintiff's employment on behalf of Defendants, Camden and the Authority, and at all relevant times were acting within their authority on behalf of Defendants, Camden and the Authority.
11. Defendant, John Does (1-10), is a fictitious designation for an individual, business entity, agent, servant or assign whose interaction with Plaintiff breached standards of care, constituted intentional wrongdoing and/or in some other way proximately caused Plaintiff damages.
12. At all relevant times, Defendants were Plaintiff's employers and subject to the NJLAD, CEPA, NJCRA, NJWPL, and New Jersey common law under Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58, 72 (1980) and Shebar v. Sanyo Bus. Sys. Corp., 111 N.J. 276 (1988).

### FACTS

*A. Introduction: Defendant Hunter promised Ms. Rojo secure employment.*

13. In or around March 2018, Defendant Hunter approached Ms. Rojo when she was working as a branch banker at BB&T Bank in Camden, New Jersey; and presented her with an offer of employment for the position of Executive Assistant to the Executive Director of the Parking Authority for the City of Camden.
14. Defendant Hunter stated, "Nicole I have a great opportunity and I want to discuss it with you," and, "I think you will be a perfect fit for this position."
15. A few days later, Ms. Rojo met Defendant Hunter at a Starbucks in Cherry Hill, New Jersey to get more information on the position he was offering her.

16. Defendant Hunter stated, "I need someone for Executive Assistant for the Parking Authority and I want to hire you."
17. Ms. Rojo was not inclined to leave her current job at BB&T Bank because she enjoyed her work, had steady employment, and made enough money to comfortably support her family.
18. Ms. Rojo requested a few days to consider the job offer but Defendant Hunter pressured her give him an immediate answer.
19. In an effort to entice Ms. Rojo to accept the job, Defendant Hunter made her a promise:  
"I will pay you a salary of \$52,000.00 (an increase from her current salary of \$47,000.00), and in three months I will promote you to Project Manager at a salary of \$60,000.00." Defendant Hunter further specified that, upon promotion to Project Manager, Ms. Rojo would be "overseeing all projects that have to do with the Parking Authority."
20. Defendant Hunter eventually agreed to give Ms. Rojo a chance to discuss the job offer with her husband.
21. A few days later, Ms. Rojo called Defendant Hunter. She stated that if she accepted the job offer with the Authority, she would need to give BB&T Bank two weeks' notice before starting work at the Authority. Defendant Hunter said, "I need you to start on Monday."
22. Ms. Rojo did not want Defendant Hunter to rescind the offer, so she accepted the position based on his definite, clear, oral promise to hire her as Executive Assistant at a salary rate of \$52,000.00, and then in three months promote her to Project Manager at a salary rate of \$60,000.00.

23. Acting in reliance on Defendant Hunter's promise, Ms. Rojo quit her job at BB&T.
24. On or about April 30, 2018, Ms. Rojo started her employment with the Authority as Executive Assistant to Defendant Hunter at a salary rate of \$52,000.00.
25. Per the Authority's policy for new employees, Ms. Rojo was placed on a 90-day probation period.
26. When Ms. Rojo started her new job, Defendant Hunter sent an email to her coworkers stating that he was pleased to announce her as the newest member of the team and praised her prior leadership experience:

Dear Camden Parking Authority Staff,

I am pleased to announce the newest member to our team. Nicole Rojo has recently accepted the role of Executive Assistant, with Camden Parking Authority.

Nicole has 25 years' experience in various roles in leadership, sales and marketing. As Executive Assistant, Nicole will be responsible for overseeing and working with projects with in [sic] the Parking Authority, and will be reporting to me directly. Her contact # is 856-757-9300 ext. 114. Cell phone # is [redacted].

We are all excited to have her join our team, and want to ensure that she has the support needed to be successful.

Sincerely,

/s/ Willie Hunter  
Willie hunter [sic]  
Executive Director

***B. The only reason Hunter hired Ms. Rojo was because he perceived her to be Hispanic.***

27. When Ms. Rojo started working for the Authority, her productivity was high, she consistently performed well on the job, she was well-respected by her coworkers, she had satisfactory work evaluations, and she did not receive any written or oral complaints regarding her performance. But the terms and conditions of Ms. Rojo's employment

suddenly and drastically changed when Defendant Hunter found out that she is Greek, and not Hispanic, as he had perceived when he hired her.

28. Approximately two months after she started working for the Authority, Ms. Rojo and Defendant Hunter were having a one-on-one meeting in his office when he told her to “set up a meeting with the Mayor, Francisco Moran.”

29. Ms. Rojo replied, “Sure, just let me know when and I will put it on our calendars.”

30. Defendant Hunter said, **“You speak Spanish. It will be a perfect opportunity for Hispanic heritage!”**

31. Ms. Rojo promptly corrected him: “Mr. Hunter, I do not speak Spanish.”

32. Ms. Rojo does not speak Spanish—she has never informed Defendant Hunter or anyone at the Authority that she speaks Spanish, nor is it on her resume (however, her resume does show that she is fluent in Greek) and she speaks with a Greek accent.

33. When Ms. Rojo informed Defendant Hunter that she does not speak Spanish, he stated, **“But you look Spanish and your name is Spanish!”**

34. Ms. Rojo corrected him again: “I am Greek and not Hispanic.”

35. Suddenly, Defendant Hunter became very upset—he spoke in a hostile and loud tone of voice and kept placing his hands over his face and rustling with the papers on his desk in an agitated manner.

36. Defendant Hunter abruptly ended the meeting, stating, “We can continue this conversation another time.”

37. Ms. Rojo immediately reported the conversation to several coworkers, who also noted that “Mr. Hunter was shocked that she wasn’t Puerto Rican.”

38. Ms. Rojo's coworkers also witnessed the stark and sudden change in her working conditions immediately after Defendant Hunter found out he was mistaken about her nationality: "It seemed odd that once Willie found out she wasn't Puerto Rican, his whole attitude toward her changed. After that, Nicole was given all kinds of crap jobs."

*C. Suddenly, the terms and conditions of Ms. Rojo's employment drastically changed.*

39. Immediately after the meeting in Mr. Hunter's office, Ms. Rojo's job duties were substantially taken away from her and given to Defendant Hunter's secretary, Dionne Banks.

40. From that point forward, Ms. Banks accompanied Ms. Rojo to meetings with Defendant Hunter which used to be one-on-one.

41. During the meetings, Defendant Hunter regularly said to Ms. Banks (with Ms. Rojo present) that Ms. Rojo "doesn't know what she's doing," and that he "couldn't understand her because of the way she was speaking (regarding her accent)."

42. Additionally, Ms. Banks instructed Ms. Rojo to give all her work product to Ms. Banks so she could present it to Defendant Hunter.

43. Ms. Banks stated, "Going forward you will report all your activities, tasks and weekly assignments directly to me."

44. Ms. Banks further stated, "Mr. Hunter gave me explicit instructions to take everything you've been working on and hand it over to me."

45. From then on, whenever Ms. Rojo completed an assignment, Defendant Hunter gave the credit to Ms. Banks instead of Ms. Rojo.

46. For example, one of Ms. Rojo's duties was to prepare a monthly Executive Report for Defendant Hunter. However, Ms. Banks started accompanying Ms. Rojo into



Defendant Hunter's office to deliver the Executive Report. Every time Ms. Rojo handed him the report, he would immediately throw it on the desk without reading it and tell Ms. Banks to "clean it up."

47. Ms. Banks also said that going forward she would have meetings with Defendant Hunter regarding Ms. Rojo's "work ethic."

48. Defendant Hunter then gave Ms. Banks access to all Ms. Rojo's emails.

49. Defendant Hunter also stopped inviting Ms. Rojo to meetings and stopped including her on important emails.

50. Defendant Hunter stopped replying to Ms. Rojo's emails.

51. Defendant Hunter started subjecting Ms. Rojo to arbitrary discipline. For example, on July 16, 2018, Defendant Hunter sent Ms. Rojo a written disciplinary memorandum erroneously stating: "We have spoken several times about you meeting with Live Nation weekly to go over with them their lot inventory for that week. This is not being done and I cannot understand why this is not being done. This needs to improve! . . . This will serve as a verbal warning."

52. Previously, on May 9, 2018, Ms. Rojo and a coworker, Ed McMaster, had started instituting weekly meetings with Live Nation representatives to review the Authority's parking lot inventory. Their weekly meetings continued until July 2018, when there was a span of two consecutive weeks where they did not meet due to Live Nation's own scheduling conflicts and through no fault of Ms. Rojo. During that time, Ms. Rojo and Mr. McMaster continued to update Live Nation representatives via email.

53. Defendant Hunter knew about Live Nation's scheduling conflicts preventing them from meeting in July. Nevertheless, on July 16, 2018, Defendant Hunter gave Ms. Rojo a disciplinary warning, but did not discipline Mr. McMaster.
54. On July 24, 2018, Defendant Hunter arbitrarily extended Ms. Rojo's probationary period, which was supposed to end on July 28, 2018, for another 90 days (to October 26, 2018). He gave her a written disciplinary memorandum titled, "Extension of Probationary Period," stating that the "extension will provide you additional time to perform the full range of responsibilities and consistently meet expectations for [sic] Executive Assistant position." He did not provide her a reason.
55. Around July 25, 2018, Defendant Hunter instructed Ms. Rojo to "go out to the lots and collect money because all the payment machines are down." Even though this was not one of Ms. Rojo's job duties, she knew it needed to be done so she went outside and did what she was instructed to do. Sometimes, Ms. Rojo had to perform these duties in the rain and was not provided a rain coat or umbrella.
56. During this time, one of the Authority's seasonal workers caused the heavy metal arm of a parking gate to fall and strike Ms. Rojo in the head. Ms. Rojo's coworker, Amber, notified the Authority's cashier supervisor, Charisse, that Ms. Rojo was injured and temporarily lost consciousness. When Ms. Rojo went back inside the building, Defendant Hunter proceeded to laugh at her in front of her coworkers and make inappropriate comments such as, "You look like a mess!" and "You can't handle it out there!"
57. Around the third week of September 2018, Defendant Hunter ordered Ms. Rojo to "go down to Cooper Street and enforce the parking regulations." This was another job not listed as part of Ms. Rojo's duties as Executive Assistant, but she did it for two weeks.

Charisse informed Ms. Rojo that she “had a conversation with Mr. Hunter about giving the task to a Parking Enforcement Officer” named Lois, but he specifically told Charisse that he wanted Ms. Rojo to do it.

58. On October 22, 2018, Defendant Hunter *again* arbitrarily extended Ms. Rojo’s probationary period, which was supposed to end on October 26, 2018, for another 90 days (until January 24, 2019). He gave her a written disciplinary memorandum titled, “Extension of Probationary Period,” stating that the “extension will provide you additional time to perform the full range of responsibilities and consistently meet expectations for [sic] Executive Assistant position.” He did not provide her a reason, but said, **“Please let me know if you would like to discuss this further or have any questions [emphasis added].”**

59. On November 7, 2018, Ms. Rojo responded in writing:

Dear Willie,

On October 25, 2018 I was placed on a three-month probationary period for the third time since my employment began with PACC. Since my employment began, I have been working extremely hard and used all the resources at my disposal despite the limited training received.

When the position was offered to me it was with the expectation that given my extensive management experience, I would bring much-needed structure to PACC. I believe given the unstructured atmosphere, lack of formal training, and the savings I have brought to the budget, I am doing an adequate job.

However, you feel I am still lacking in knowledge and have gaps that are prohibiting me from being successful in the role of Executive Assistant.

Please provide me with the exact areas of improvement so I can begin to address them.

I would also ask that we spend some time together to put an individual development plan in place, which will allow me to meet the expectations at the end of this probationary period.

Please let me know when you are available.

Thank you,

Nicole Rojo

60. Defendant Hunter ignored Ms. Rojo's earnest request for help addressing whatever deficiencies he was referring to in his October 22, 2018 memo despite having said that she should let him know if she had any questions.
61. Between October 24, 2018 and November 7, 2018, Defendant Hunter ignored multiple emails from Ms. Rojo requesting guidance on various tasks.
62. By November 2018, Defendant Hunter had cut Ms. Rojo off from attending meetings and receiving important emails.
63. Defendant Hunter had also started sending Ms. Banks to talk to Ms. Rojo whenever he needed her to do something, rather than talk to Ms. Rojo himself.
64. Around the same time, Ms. Rojo noticed that she and Ms. Banks had been duplicating efforts. She learned that Ms. Banks had been making changes to the parking enforcement schedules (created by Ms. Rojo as part of her job duties) without notifying Ms. Rojo, resulting in various operational problems.
65. On November 7, 2018, Ms. Rojo emailed Ms. Banks and copied Defendant Hunter stating that their duplicative efforts were causing unnecessary inefficiencies and asking for clarity about who was supposed to be doing what. Ms. Rojo did not receive a response.
66. On November 19, 2018, Ms. Rojo again emailed Ms. Banks and copied Defendant Hunter stating that their duplicative efforts were causing problems, and asking for clarification. This time, when Defendant Hunter saw the email, he called Ms. Rojo into his office and proceeded to yell at her, stating, something to the effect of: "You have no right to send emails like that to my employees without talking to me first!" Ms. Rojo had,

in fact, attempted to discuss her concerns with Defendant Hunter several times via email but he consistently ignored her.

67. While he was screaming at her for doing her job, Defendant Hunter also made several derogatory remarks about her accent, stating, "I can't understand you because of how you speak!"
68. On December 4, 2018, Defendant Hunter again arbitrarily disciplined Ms. Rojo for "texting her husband." He called her into his office and made a wildly inappropriate sexual reference, stating, "You should be pillow-talking with your husband, not texting him!" This statement was witnessed by the Authority's Maintenance Supervisor, Kevin Lark.
69. On December 6, 2018, Defendant Hunter sent Ms. Rojo a written warning for the December 4<sup>th</sup> texting issue. Defendant Hunter never disciplined anyone else for texting their spouse even though everyone else did it.
70. On December 7, 2018, Defendant Alejandro sent Ms. Rojo another pretextual written warning about her "attendance" and some alleged "documented violation of department procedures." His empty accusation was as follows:

[O]n Friday, December 7, 2018, at 2:52 p.m., you suddenly left the office and stated, "I am not feeling good." You left the office suddenly and without a documented request to leave the office early for the day. Time-sensitive work was left uncompleted. The uncompleted work (sending out tickets) was further compounded by your prior approved vacation the following week. Please be advised that your sudden unapproved absenteeism imposed a hardship on your department and on your co-workers. Your unapproved sudden absenteeism is unacceptable. Punctual and consistent attendance at work at your specific assignment is an essential requirement of your position. Continued violation of department procedures may result in further disciplinary action, up to and including termination.

71. This is what really happened:

- i. At 7:30 am on December 7, 2018, Defendant Alejandro sent an email to Ms. Rojo and Ms. Banks stating: **"My stomach is not 100%. I'll be in later."**
- ii. At 8:11 am on December 7, 2018, Ms. Rojo responded to Defendant Alejandro stating, "Hope you feel better."
- iii. At 2:50 pm on December 7, 2018 (same day), Ms. Rojo sent an email to Defendant Alejandro and copied Ed McMaster, stating, "Mike, I don't feel good I am going home. Have a great weekend!!"

72. Defendant Alejandro was not disciplined when he "suddenly and without a documented request" failed to attend work on December 7, 2018 because he was "not feeling well"; however, Ms. Rojo was disciplined for doing the exact same thing that Defendant Alejandro had just done on the exact same day. This is just one of many examples demonstrating that Defendants' reasons for disciplining Ms. Rojo were mere pretext for unlawful discrimination.

73. Ironically, December 7<sup>th</sup> was not the only date that Defendant Alejandro had been suddenly absent without a documented leave request, but was not disciplined. For example:

- i. On November 26, 2018 at 8:02 am, he sent an email to Ms. Rojo, Ms. Banks, and Defendant Hunter stating: "Woke up in pain this morning. I might be passing the stone. Hopefully, I will be in soon. Waiting for the pain to subside." He was not disciplined.
- ii. On November 30, 2018 at 7:49 am, he sent an email to Ms. Rojo and Ms. Banks, stating: "Don't laugh, I will be in at around 10am." He was not disciplined.
- iii. On December 5, 2018 at 1:38 pm, he sent an email to Ms. Rojo, Ms. Banks, and Defendant Hunter stating: "I will be in late. Remember, I have to go to court tomorrow at 9am." He was not disciplined.
- iv. On December 7, 2018 at 7:30 am, he sent an email to Ms. Rojo and Ms. Banks stating: "My stomach is not 100%. I'll be in later." He was not disciplined.
- v. On December 17, 2018 at 8:00 am, he sent an email to Ms. Rojo and Ms. Banks stating: "I have to take care of something. I'll be in by 10 am. See u soon." He was not disciplined.

- vi. On December 18, 2018 at 11:15 pm, he sent an email to Ms. Rojo, Ms. Banks, and Defendant Hunter stating: "I'm still in pain. I am taking meds and eating soup and drinking vinegar tea. Yuk! If I am better in the morning I will come in. I will keep you posted. Not too much going on. Kevin has his orders and so does Fontanez with enforcement." He was not disciplined.
  - vii. On December 19, 2018 at 8:33 am, he sent an email to Ms. Rojo and Defendant Hunter stating: "I'm a little better. Not 100%, but I'll be in by 11." He was not disciplined.
  - viii. On January 1, 2019 at 9:18 pm, he sent an email to Ms. Rojo, Ms. Banks, and Defendant Hunter stating: "My aunt just passed away. I will come in the am but I might have to leave early to take care of her funeral plans since I was in charge of her." The next day, January 2, 2019, Defendant Alejandro did not arrive at work until after 12:00 pm. He was not disciplined. Because he came in late, Ms. Rojo had to take a late lunch. When she told Defendant Alejandro that she was taking a late lunch, he responded, "Oh! What do you have a secret date?!"
  - ix. By February 6, 2019, Defendant Alejandro had been late to work *at least seventeen (17) times in the span of two (2) months* and was also completely absent from work on numerous occasions. Defendant Alejandro was not disciplined for excessive absenteeism and lateness, while Ms. Rojo was disciplined for going home early only once over the course of her employment with Defendants.
74. Also, on December 7, 2018, Defendant Hunter sent Ms. Rojo an email implying that she had failed to complete a task he had given her several months prior: "Nicole, I asked you a while back to look and see if we can put meters on Market Street across from the Victor Building . . ." Ms. Rojo responded, "As per your request, see attachments. On November 5, 2018 I was instructed by Dionne Banks to forward all pictures and requests to [her], and [she] and you would be going over this. Have not heard anything else since the email below. Please advise."
75. On December 17, 2018, Ms. Rojo forwarded her November 7, 2018 request for an individual development plan (which she had sent to Defendant Hunter in response to his third extension of her probationary period) to Defendant Alejandro and asked him for

guidance on the issue since Defendant Hunter had ignored her. Defendant Alejandro ignored her too.

76. On December 24, 2018, Defendant Hunter again arbitrarily disciplined Ms. Rojo after she emailed Defendants, Hunter and Alejandro, requesting their approval on an emergency issue involving certain maintenance workers who were there to fix a problem with the elevators. Defendants, Hunter and Alejandro, did not respond to Ms. Rojo's email. Instead, Defendant Hunter called her and screamed, "Who the hell do you think you are?" Ultimately, Defendant Hunter approved the action that Ms. Rojo had suggested.
77. On December 31, 2018, Ms. Rojo was scheduled to work from 10:00 am to 7:00 pm, not her regular 8:00 am to 5:00 pm shift. She arrived to work at 9:50 am—ten minutes early—but received a text message from Defendant Alejandro, at 10:05 am, asking, "Why are you so late?" Ms. Rojo informed him that she was scheduled to start at 10:00 am (but had arrived at early), and asked if there was a problem. Defendant Alejandro informed her that "Mr. Hunter saw you on the cameras come in at 10:00 am and wanted to know if you were late." Defendant Hunter never questioned whether Defendant Alejandro was always late even though his absenteeism was a regular occurrence. Defendants were obviously looking for reasons to discipline Ms. Rojo.

***D. Ms. Rojo filed an EEO complaint against Hunter and was punished immediately after.***

78. On January 7, 2019, Ms. Rojo sent an email to Defendant Ash and another attorney who represents the Authority, Denise Esmerado:



Good morning Denise and Mike,

My name is Nicole Rojo and I am the Executive Assistant for the Parking Authority. I am writing to you today because of the severe work conditions I have endured for the last eight months. I have been suffering in silence and I believe my mental health can no longer withstand these conditions. Each attempt at resolving this internally has led to further disciplinary action and what I feel is retaliation. Therefore, I would like to formally file a complaint against Mr. Hunter for harassment and bullying. Apologies for the lengthy email, however, the background of this matter is extremely relevant as it is affecting my reputation and my mental health. My reputation is highly important to me as I have been a successful business owner for 25 years and a well-respected leader in the financial industry for the last 12 years.

In mid-April, Willie Hunter approached me with an opportunity within the organization and based off my extensive work history believed I would be a great fit for the position. At the time, I had a stable career in the financial industry but was looking for the next challenge in my career. Within two months of my employment at PACC, Mr. Hunter made a comment with regards to my nationality. He assumed I was Hispanic but seemed visibly upset when I corrected him and informed him I was Greek. I know that is not typically an appropriate conversation to have but decided to ignore it.

In my short tenure with PACC I have been placed on two additional probationary extensions without any prior conversation. I have also been put on written disciplinary action four times. I was told the probationary period was being extended so I have time to "perform my job as an Executive Assistant". I have reached out to Mr.

Hunter and requested a meeting to get clear details and understanding on what I could be doing better and his expectations. To this date, I have yet to have a response from Mr. Hunter.

Furthermore, I was instructed by the Administrative Assistant, Ms. Banks, to turn in all my work directly to her. I was informed this was a direct request from Mr. Hunter. Since then, I have not had any daily communication with regards to my work nor daily routines with Mr. Hunter. In my minimal contact with Mr. Hunter, I have been belittled, insulted, intimidated, harassed and bullied. This has happened alone as well as in front of Ms. Banks.

I have included the attachment of the latest write up as an example. I was informed the write up was due to my leaving left two hours early on Friday, December 7<sup>th</sup>. This was after emailing Mike Alejandro that I was feeling very sick and needed to go home early. Just to note, I did not have lunch that day and I technically did not have to use sick time because I was already over 40 hours for the week. It's important to understand that I am still under Workman's Comp Medical care and have been consulting a doctor weekly due to a previous incident at that took place in the workplace. This was the first incident where I needed to leave early since starting my position. This is only the latest issue. I would like to discuss further the many other incidents in person.

As there is no structure Human Resource department, I am unsure who to take this complaint to prior to escalating this outside of PACC. I truly enjoy my job and try to do it to the best of my abilities but I am hindered due to the severe stress imposed by Mr. Hunter's management style. I am filled with anxiety each day I enter the building or have any conversations with Mr. Hunter.

Sincerely,

Nicole Rojo  
E

79. On January 17, 2019, Ms. Rojo filed a formal EEO complaint with the Authority against Defendant Hunter for discrimination and retaliation.

80. On January 22, 2019 (just days after she filed her complaint), Defendant Hunter excluded Ms. Rojo from a “mandatory meeting” that directly implicated her job duties. She found out she had been excluded from the meeting when another employee said, “Mr. Hunter sent out an email advising everyone of a mandatory meeting.” Upon hearing this, Ms. Rojo emailed Defendant Hunter stating, “Willie, I understand there is a mandatory meeting and everyone is to attend. I did not get an invite. Not sure if this was an oversight but wanted to confirm if my attendance is required.”
81. Defendant Hunter did not respond.
82. On January 28, 2019, Defendant, Ash (the same person to whom Ms. Rojo sent her EEO complaint a few days earlier), gave Ms. Rojo another disciplinary memo extending her probation for 30 more days through February 28, 2019.
83. This time, the memo stated that she would be evaluated upon seven vague and ambiguous areas of performance: “(1) quality of work; (2) quantity of work; (3) job skills and knowledge; (4) responsibility; (5) public service; (6) attendance; and (7) interaction with employees.”
84. On February 4, 2019, Ms. Rojo responded to Defendant Ash requesting more specific evaluation criteria.
85. Defendant Ash responded, “To answer your question, I refer you back to the memo you received earlier today.”
86. On February 14, 2018, Defendant Ash sent Ms. Rojo a letter stating that her “complaints concerning Willie Hunter” had been investigated, and that “the investigation has concluded that there is no evidence that Mr. Hunter engaged in any conduct towards you in violation of [the Authority’s policies]” even though Ms. Rojo’s coworkers reported

that “Nicole was given all kinds of crap jobs after Willie found out that she wasn’t Puerto Rican.”

87. In response, Ms. Rojo requested an opportunity to review the report that Defendant Ash supposedly generated outlining the investigative findings; but Defendant Ash refused to let her view it.

*E. Over the course of her employment, Ms. Rojo objected to acts she believed to be illegal or in violation of public policy.*

*i. Corruption in Public Procurement*

88. It is widely believed, within the Authority, that Defendant Hunter has enriched himself by directing the Authority to award contracts to pre-selected contactors to defeat the competitive bidding process in exchange for things of value.

89. During her employment, Ms. Rojo became privy to the repetition of certain schemes favoring the same contractor, including:

- Single procurements, which would have exceeded competitive bidding thresholds, split into two or more purchase orders or contracts, each below competitive bid limits,
- Awards made below competitive bid limits followed by change orders that exceeded such limits,
- Low bids ignored in favor of winning bids that were too high compared to cost estimates, published price lists, similar jobs or industry standards,
- Approval of numerous, unusual or unexplained invoices,
- Acceptance of multiple bills for work performed only once,
- Acceptance of the same or similar documentation to support billings on different contracts,
- Multiple awards for similar work,
- Similar work orders issued under more than one contract, and

- Excessive purchases of services,
- Accompanied by Defendant Hunter's unexplained increase in wealth.

90. When Defendant Hunter became aware of Ms. Rojo's knowledge of the bidding scheme, he demanded Ms. Rojo turn in her key to the filing cabinet that contained bidding files. Ms. Rojo requested an explanation but did not get a response. Immediately thereafter, Defendant Hunter arranged for a locksmith to come into the office and change the locks to the filing cabinets containing the bidding information and also ordered a new filing cabinet to which he had the only key.

91. Ms. Rojo and others who requested additional information on, or objected to participating in, transactions that they believed were illegal or in violation of public policy, were reprimanded or terminated by Defendant Hunter.

*ii. Payroll Tax Fraud*

92. In late-Summer 2018, Ms. Rojo spoke with an Authority maintenance worker who informed her that he had been working all night "off the clock" painting the Authority's parking garage, and then working all day in his regular job in the Authority's maintenance department.

93. The worker informed Ms. Rojo that he was being paid "under the table" by a contractor that had been hired to paint the Authority's parking garage at the direction of Defendant Hunter.

94. Ms. Rojo was concerned that requiring Authority employees to work long, extended and/or irregular hours was a safety hazard.

95. She was also concerned about the legality of unreported employment of Authority workers since the law requires employers to deduct federal, state and local taxes, FICA deductions and payments for Social Security and Medicare, among other things.

96. Ms. Rojo sent an email to Defendant Hunter expressing her concerns about the Authority hiring workers off the books, but she did not receive a response.

97. Ms. Rojo approached Mr. McMaster and explained that she had emailed her concerns to Defendant Hunter.

98. Mr. McMaster informed Ms. Rojo that Defendant Hunter “is fully aware of this.”

*F. Defendants assaulted Ms. Rojo before firing her in retaliation for reporting Hunter.*

99. On the afternoon of March 1, 2019, Ms. Rojo was sitting in her office.

100. Suddenly, Defendants, Ash and Alejandro, burst in and slammed the door behind them, trapping Ms. Rojo alone in the room with them.

101. In a split second, Defendants, Ash and Alejandro, were standing over Ms. Rojo in a physically imposing and threatening manner and screaming in her face.

102. Defendants, Ash and Alejandro, screamed in Ms. Rojo’s face: **“GET YOUR BELONGINGS AND GET OUT!”**

103. Shaken, Ms. Rojo asked them why they were screaming at her in such a violent way.

104. Defendant Ash screamed, **“GET YOUR SHIT AND GET OUT NOW!”**

105. Ms. Rojo feared for her safety because she was alone in the room with both men behind a closed door and they were screaming in her face and standing over her in a threatening and violent manner.

106. Because Ms. Rojo feared for her safety, she tried to pick up her office phone to call someone from customer service to act as a witness to how violently Defendants, Ash and Alejandro, were acting toward her.
107. Suddenly and without warning, Defendant Ash furiously ripped the phone from Ms. Rojo's hand, slammed it down and screamed in her face: **"HANG UP THE FUCKING PHONE!"**
108. At this point, Ms. Rojo feared for her life.
109. Ms. Rojo struggled to reach for the phone and was able to dial the three-digit extension for Ethel Kept, who answered the phone.
110. But before Ms. Rojo could say anything, Defendant Ash again forcefully gripped the phone and ripped it from Ms. Rojo's hand.
111. Ms. Kept heard the commotion over the phone and rushed to Ms. Rojo's office, where she found the two men violently screaming in Ms. Rojo's face.
112. Ms. Rojo was sobbing with tears streaming down her face.
113. Ms. Kept stated she could not believe how violently Defendants, Ash and Alejandro, were acting toward Ms. Rojo.
114. **Ms. Kept then placed herself between Ms. Rojo and Defendants to protect Ms. Rojo from them.**
115. Ms. Kept then hugged Ms. Rojo.
116. Ms. Kept asked Defendants, Ash and Alejandro, "What is going on?"
117. Defendant Ash screamed: **"SHE'S FIRED!"**
118. Defendant Alejandro remained silent and stood over Ms. Rojo trying to intimidate her with body language.

119. Ms. Kept stated, "It's not necessary to treat Nicole this way!"
120. Ms. Rojo then tried to retrieve photographs of her family that were hanging on the wall and Defendant Ash yelled at her again: "Hurry! I don't have all day!"
121. Ms. Kept then told Defendant Ash "She needs to call her husband to pick her up, she is in no condition to drive home."
122. Ms. Rojo then returned her keys, work phone and access cards for the Authority to Defendants, Ash and Alejandro, in front of Ms. Kept.
123. Ms. Kept then called Ms. Rojo's husband to inform him about what happened and asked him to pick Ms. Rojo up from work.
124. Ms. Rojo's husband arrived approximately 10 minutes later and went to customer service to inquire about what was going on but they were unable to give him a response.
125. Ms. Rojo went home and cried all night and into the following day.
126. Ms. Rojo received a text message from Ms. Kept asking, "How could they treat such a great person that way? You are a hard worker."
127. Defendants failed to pay Ms. Rojo her final paycheck in the amount of approximately \$2,100.00. She requested it but did not receive a response.
128. Defendant Hunter instructed payroll not to pay Ms. Rojo and to hold onto any payments concerning Ms. Rojo.
129. Plaintiff claims that Defendants discriminated against and terminated Plaintiff because of her nationality and because she complained of or opposed the unlawful conduct of Defendants.
130. The above are just some of the examples of unlawful discrimination and retaliation to which Defendants subjected the Plaintiff.

131. Plaintiff claims a continuous practice of discrimination and makes all claims herein under the continuing violations doctrine.
132. Plaintiff claims unlawful constructive and/or unlawful actual discharge and also seeks reinstatement.
133. As a direct result of Defendants' unlawful discrimination and retaliation, Plaintiff has been forced to seek ongoing medical treatment, mental health therapy and counseling, and must now take prescription medication, including anti-anxiety medication and anti-depressants, to treat her emotional distress.
134. Plaintiff further claims aggravation, activation and/or exacerbation of any preexisting condition.

**COUNT I**  
**DISCRIMINATORY DISCHARGE**  
**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. §§ 10:5-1 et seq.**

135. Plaintiff repeats every allegation made in the above paragraphs of this complaint.
136. The NJLAD prohibits employers from discriminating against a person in compensation or in the terms and conditions of employment based on the person's race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, sexual orientation, genetic information, gender, gender identity, disability, nationality, military status, or atypical hereditary cellular or blood trait. See N.J.S.A. §§ 10:5-12(a). Additionally, it is unlawful "for any person, whether an employer or an employee or not, to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this act, or to attempt to do so." N.J.S.A. § 10:5-12(e).
137. New Jersey also "recognizes a cause of action premised upon *perceived* membership in [any] . . . group" protected under the NJLAD. Cowher v. Carson &



Roberts, 425 N.J. Super. 285, 290 (App. Div. 2012). In other words, the NJLAD equally prohibits discrimination based on the plaintiff's *actual or perceived* membership in a protected class (e.g., the defendant's erroneous belief that the plaintiff is of a particular race). Id. at 297.

138. Under the NJLAD, the plaintiff must establish a *prima facie* case of discrimination by showing she (1) is, or is perceived to be, a member of a protected class; (2) is qualified for the position; and (3) suffered an adverse employment action (4) under circumstances giving rise to an inference of discrimination. Peper v. Princeton University, 77 N.J. 55, 83 (1978); Williams v. Pemberton Twp. Public Schools, 323 N.J. Super., 490, 502 (App. Div. 1999). In regard to the second element, the plaintiff must merely prove that she “was actually performing the job prior to the termination.” Zive v. Stanley Roberts, Inc., 182 N.J. 436, 454 (2005).

139. The plaintiff is not required to prove that her protected category was the only motivation for the defendant's actions; rather, the plaintiff must only prove that her protected category played a role in the decision and that it made an actual difference in the defendant's decision. Bergen Commercial Bank v. Sisler, 157 N.J. 188, 207 (1999).

140. First, Ms. Rojo is a member of protected classes based on her racial and ethnic background (Greek). Also, Defendant Hunter *perceived* Ms. Rojo to be Hispanic because of her skin tone, name, and accent.

141. Second, Ms. Rojo is qualified for the position—Defendant Hunter even admitted this when he praised her prior leadership experience in an email to her coworkers when she started working at the Authority. Moreover, prior to the termination, Ms. Rojo's productivity was high and she was performing well.

142. Third, as outlined above, Ms. Rojo experienced numerous and continuous adverse employment actions that culminated in termination.

143. Finally, Ms. Rojo was fired under circumstances giving rise to an inference of discrimination because she did not experience any adverse employment actions until immediately after she informed Defendant Hunter about her Greek background. When she told him, he suddenly got angry and made direct references to her nationality (he thought she looked Hispanic and spoke Spanish due to her accent).

144. As a result of Defendants' violations of the NJLAD, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

**WHEREFORE**, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT II**  
**HOSTILE WORK ENVIRONMENT**  
**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. §§ 10:5-1 et seq.**

145. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

146. The NJLAD also prohibits hostile work environment harassment, which is harassing conduct in the workplace that would not have occurred but for one of the above-mentioned protected characteristics of the employee (e.g., race) that is severe or

pervasive enough to make a reasonable person with that protected characteristic (e.g., a reasonable person of the involved race) believe the conditions of the workplace are altered and the working environment is hostile or abusive. Lehmann v. Toys 'R' Us, Inc., 132 N.J. 587, 603-04 (1993).

147. Additionally, the NJLAD prohibits harassing conduct based on the defendant's mistaken belief that the plaintiff is a member of a protected class, but where the plaintiff does not actually belong to that protected group (e.g., where the employer believes the plaintiff physically resembles someone of a particular nationality or ethnicity). Cowher v. Carson & Roberts, 425 N.J. Super. 285 (App. Div. 2012).

148. An employer is strictly liable for unlawful harassment committed by an employee's supervisor where the harassment culminates in a tangible employment action. Lehman, 132 N.J. at 593.

149. Here, Defendants' conduct (1) occurred because of Plaintiff's legally protected characteristic; and (2) was severe or pervasive enough to make a reasonable person of the same legally protected class believe that the conditions of employment were altered and that the working environment was intimidating, hostile or abusive.

150. First, the harassing conduct directly refers to Plaintiff's racial and ethnic background:

- i. Regarding her ethnic background, on July 10, 2018, Defendant Hunter stated, "Set up a meeting with the Mayor, Francisco Moran. **You speak Spanish. It will be a perfect opportunity for Hispanic heritage!**" When she corrected him, Defendant Hunter stated, "But you look Spanish and **your name is Spanish!**" On November 19, 2018, and throughout the course of Plaintiff's employment,

Defendant Hunter made several derogatory remarks about her accent, stating he couldn't understand her because of "how she speaks." Additionally, when Ms. Rojo stated, "I am Greek and not Hispanic," Defendant Hunter suddenly became noticeably upset—he spoke in a hostile and loud tone of voice; he kept placing his hands over his face and rustling with the papers on this desk in an agitated manner; and he abruptly ended the meeting, stating, "We can continue this conversation another time."

- ii. Regarding her racial background, Defendant Hunter stated, "**But you look Spanish (in reference to her skin color) and your name is Spanish!**"

151. Second, Defendants, the Authority and Camden, delegated to Defendant Hunter the authority to control the working environment as Executive Director and he abused that authority to create a hostile work environment. A reasonable Greek person subjected to Ms. Rojo's working environment would believe Defendants' conduct was severe or pervasive enough to have altered the conditions of employment and render the working environment intimidating, hostile or abusive because Defendants' conduct culminated in Ms. Rojo experiencing an *actual* adverse employment action (termination).

152. Since the hostile work environment resulted in Ms. Rojo experiencing a "tangible employment action," which includes "discharge, demotion or undesirable reassignment," Defendants cannot raise an affirmative defense to her claims of employer vicarious liability based on delegation of authority. Aguas v. State, 220 N.J. 494, 537 (2015) citing Burlington Industries v. Ellerth, 524 U.S. 742, 765 (1998) and Faragher v. City of Boca Raton, 524 U.S. 775, 808 (1998).

153. As a result of Defendants' violations of the NJLAD, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

WHEREFORE, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT III**  
**REPRISAL**

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. §§ 10:5-1 et seq.**

154. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

155. The NJLAD prohibits employers from retaliating against employees for engaging in "protected activity," such as complaining about, or protesting against, discrimination in the workplace. N.J.S.A. § 10:5-12(d).

156. The term retaliation can include, but is not limited to, being discharged, demoted, not hired, not promoted or disciplined. In addition, many separate, but relatively minor, instances of behavior directed against the plaintiff may combine to make up a pattern of retaliatory behavior. Nardello v. Twp. of Voorhees, 377 N.J. Super. 428, 433-436 (App. Div. 2005); Green v. Jersey City Bd. of Educ., 177 N.J. 434, 448 (2003).

157. The plaintiff is not required to prove that her protected activity was the only motivation for the defendant's actions; rather, the plaintiff must only prove that her

protected activity played a role in the decision and that it made an actual difference in the defendant's decision. Donofry v. Autotote Systems, Inc., 350 N.J. Super. 276, 295 (App. Div. 2001) ("Plaintiff need not prove that his whistle-blowing activity was the only factor in the decision to fire him."); Kolb v. Burns, 320 N.J. Super. 467, 479 (App. Div. 1999) (burden on plaintiff is to show "retaliatory discrimination was more likely than not a determinative factor in the decision").

158. First, Ms. Rojo engaged in protected activity when she made at least two (2) written complaints—dated January 7, 2019 and January 17, 2019—against Defendant Hunter for unlawful discrimination in the workplace.

159. Second, at the time, or after, the protected conduct took place, Ms. Rojo was subjected to a pattern of retaliatory behavior, including, but not limited to, being placed on extended probation and ultimately fired.

160. Third, there was a causal connection between Defendants' retaliation and Ms. Rojo's protected activity sufficient to show that her written complaints of workplace discrimination against Defendant Hunter played a role and made an actual difference in the Defendants' decisions to discipline her. For example, on January 22, 2019 (mere days after her January 7 and January 17 EEO complaints), Defendant Hunter excluded her from a mandatory meeting; and on January 28, 2019, Defendant, Ash (the same person she submitted her EEO complaints to just a few days before), placed Ms. Rojo on extended probation. They fired her a month later.

161. As a result of Defendants' violations of the NJLAD, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to

her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

**WHEREFORE**, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT IV**  
**WHISTLEBLOWER RETALIATION**  
**CONSCIENTIOUS EMPLOYEE PROTECTION ACT, N.J.S.A. §§ 34:19-1 et seq.**

162. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

163. CEPA prohibits an employer from retaliating against an employee because the employee does any of the following:

- iii. Discloses, or threatens to disclose to a supervisor or to a public body an activity, policy or practice of the employer, or another employer, with whom there is a business relationship, that the employee reasonably believes (1) is in violation of a law, or a rule or regulation promulgated pursuant to law or, in the case of an employee who is a licensed or certified health care professional, that the employee reasonably believes constitutes improper quality of patient care, or (2) is fraudulent or criminal;
- iv. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law by the employer, or another employer, with whom there is a business relationship; or

- v. Objects to, or refuses to participate in any activity, policy or practice which the employee reasonably believes (1) is in violation of a law, or a rule or regulation promulgated pursuant to law, (2) is fraudulent or criminal, or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment.

N.J.S.A. §§ 34:19-3, 34:19-3(a), 34:19-3(b), 34:19-3(c); 34:19-2.

164. To state a *prima facie* case under CEPA, a plaintiff must establish that: “(1) she reasonably believed that her employer’s conduct was violating either a law, rule, or regulation promulgated pursuant to law, or a clear mandate of public policy; (2) she performed a “whistle-blowing” activity described in [CEPA]; (3) an adverse employment action was taken against her; and (4) a causal connection exists between the whistle-blowing activity and the adverse employment action.” Dzwonar v. McDevitt, 177 N.J. 451, 462 (2003).

165. First, Ms. Rojo reasonably believed that repetitive schemes perpetrated by Defendant Hunter in awarding Authority contracts to certain contractors were evidence of an illegal kickback arrangement. She also expressed concerns about unreported employment of certain workers, which she believed to be in violation of tax and wage and hour laws, among other things.

166. Second, Ms. Rojo “blew the whistle” when she objected to and refused to participate in the wrongful activity, and/or reported the wrongful activity directly to Defendant Hunter.

167. Third, in retaliation, Defendants terminated Ms. Rojo and others with knowledge of the wrongful activity (after many, separate instances of adverse employment actions).



168. Finally, there was a causal connection between Ms. Rojo's protected activity and Defendants' retaliation because the events occurred in close temporal proximity and Defendants' stated reasons for the adverse employment actions were demonstrably false.

169. As a result of Defendants' CEPA violations, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

**WHEREFORE**, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT V**  
**WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**  
**"PIERCE" CLAIM**

170. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

171. In New Jersey, Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58, 72 (1980) created a common-law cause of action for at-will employees for wrongful discharge when the discharge is contrary to a clear mandate of public policy. "The sources of public policy include legislation, administrative rules, regulations or decisions, and judicial decisions." Id.

172. The broadest possible interpretation of the public policy definition comes from those courts which have derived public policy from professional codes of ethics. Pierce, 84 N.J. at 72.

173. Pierce claims have been recognized in situations where a termination is in violation of public policy, even where there is no complaint or refusal to participate in unlawful activities. See, e.g., Velantzas v. Colgate-Palmolive Co. Inc., 109 N.J. 189 (1988) (holding employee states a Pierce claim when terminated for requesting to see personnel file for purposes of establishing discrimination).

174. Whether there is a clear mandate of public policy prohibiting the conduct is a question for the trial judge. Warthen v. Toms River Community Hospital, 199 N.J. Super. 18, 25 (App. Div. 1985).

175. Because Defendants' wrongfully terminated Plaintiff in violation of public policy, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

WHEREFORE, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT VI**  
**DEPRIVATION OF EQUAL PROTECTION RIGHTS**  
**NEW JERSEY CIVIL RIGHTS ACT, N.J.S.A. §§ 10:6-1 et seq.**

176. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

177. The NJCRA provides:

Any person who has been deprived of any substantive due process or equal protection rights, privileges or immunities secured by the Constitution or laws of the United States, or any substantive rights, privileges or immunities secured by the Constitution or laws of this State, or whose exercise or enjoyment of those substantive rights, privileges or immunities has been interfered with or attempted to be interfered with, by threats, intimidation or coercion by a person acting under color of law, may bring a civil action for damages and for injunctive or other appropriate relief. The penalty provided in subsection e. of this section shall be applicable to a violation of this subsection.

N.J.S.A. § 10:6-2(c).

178. The NJCRA was “modeled off of the analogous Federal Civil Rights Act, 42 U.S.C. § 1983, and is intended to provide what Section 1983 does not: a remedy for the violation of substantive rights found in our State Constitution and laws.” Tumpson v. Farina, 218 N.J. 450, 474 (2014).

179. Thus, the NJCRA “is construed nearly identically to Section 1983, such that the definitions . . . under the two statutes have been interpreted in parallel.” Endl v. New Jersey, 5 F. Supp. 3d 689, 697 (D.N.J. 2014).

180. By the plain terms of the NJCRA, two—and only two—allegations are required to state a cause of action under the statute: (1) that some person deprived the plaintiff of a state right; and (2) the person who deprived her of that right acted under color of state law.

181. Defendants and their employees and agents, acting under color of state law, violated Ms. Rojo's Equal Protection rights by discriminating and retaliating against her in the terms and conditions of her employment on the basis of her Greek nationality.

182. Moreover, Defendants and their employees and agents, acting under color of state law, attempted to violate Plaintiff's right to employment guaranteed by the New Jersey courts and legislature, through threats, intimidation and coercion.

183. Plaintiff hereby makes a claim against Defendants under all applicable provisions of the NJCRA.

184. As a result of Defendants' violations of the NJCRA, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

WHEREFORE, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT VII**  
**UNLAWFUL WITHHOLDING OF WAGES**  
**NEW JERSEY WAGE PAYMENT LAW, N.J.S.A. §34:11-4.1 et seq.**

185. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

186. The NJWPL provides that, in general, "no employer may withhold or divert any portion of an employee's wages." N.J.S.A. § 34:11-4.4.

187. When an employee is terminated, the NJWPL provides:

Whenever an employer discharges an employee, or when the work of an employee is suspended as a result of a labor dispute, or when an employee for any reason whatsoever is laid off, or whenever an employee quits, resigns, or leaves employment for any reason, **the employer shall pay the employee all wages due not later than the regular payday for the pay period during which the employee's termination, suspension or cessation of employment (whether temporary or permanent) took place.**

N.J.S.A. § 34:11-4.3.

188. Defendants intentionally and willfully refused to pay Plaintiff earned wages in an amount no less than \$2,100.00 in violation of the NJWPL.

189. Defendants' willful violations of the NJWPL entitles Plaintiff to recover unpaid wages, liquidated damages, reasonable attorneys' fees and costs of suit, plus interest.

**WHEREFORE**, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**COUNT VIII**  
**BREACH OF ORAL PROMISE CREATING AN ENFORCEABLE CONTRACT**  
**NEW JERSEY COMMON LAW CONTRACT OF EMPLOYMENT**

190. Plaintiff repeats every allegation made in the above paragraphs of this complaint.

191. Shebar v. Sanyo Bus. Sys. Corp., 111 N.J. 276 (1988) created an exception to the general rule that employment in New Jersey, without a contract, is deemed to be "at-will," which means that employees can quit their employment at any time and for any reason, and an employer can terminate its employees at any time and for any reason—for cause or for no cause at all. Shebar, 111 N.J. at 285 (holding contract was formed where

employee informed employer of existing employment offer from a competitor, but was persuaded to decline competitor's offer because of an express oral promise, made by an official of the employer who was authorized to make such a promise, that he would have secure and continued employment if he declined the competitor's offer).

192. Under Shebar, a plaintiff can establish the existence of an enforceable oral contract of employment if the following conditions are met: (1) a definite, clear, oral promise was made to the plaintiff; (2) this definite, oral promise was made to the plaintiff by a person who had the authority to make this promise and the authority to bind the employer; and (3) the plaintiff acted in reliance upon this promise—that is, she performed an act or acts, or declined to perform an act or acts, based on the promise. Id. at 284-90.

193. First, Ms. Rojo received a definite and clear oral promise for secure employment as Executive Assistant at a salary of \$52,000.00, and in three months promotion to Project Manager overseeing all projects that have to do with the Authority at a salary of \$60,000.00.

194. Second, the promise was made by Defendant Hunter, who holds the highest management-level position at the Authority in the role of Executive Director.

195. Third, Ms. Rojo acted in reliance on the promise when she quit her job at BB&T and accepted Defendant Hunter's offer.

196. As a result of Defendants' breach of an oral promise creating an enforceable contract, Plaintiff has suffered damages, including, but not limited to: past and future lost wages, mental pain and suffering; humiliation; emotional distress; diminishment of career opportunities; harm to her business reputation; loss of self-esteem; disruption to her family life; and other harm, pain and suffering, both tangible and intangible.

**WHEREFORE**, Plaintiff, Nicole Rojo, demands judgment against Defendants, individually, jointly and severally, for compensatory damages, including past and future damages for pay, bonuses, personal days, overtime, benefits, and emotional distress; consequential damages; punitive damages; attorneys' fees; expert witness fees; costs of suit; interest; and all other relief deemed equitable and just.

**JURY DEMAND**

Pursuant to R. 1:8-1(b) and R. 4:25-1 of the New Jersey Court Rules, Plaintiff hereby demands a trial by jury on all issues so triable.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:4-1(c) and R. 4:25-4 of the New Jersey Court Rules, Ian M. Bryson, Esquire is hereby designated as Trial Counsel for Plaintiff in connection with this litigation.

**CERTIFICATION OF OTHER ACTIONS AND PARTIES**

Pursuant to R. 4:5-1(b) of the New Jersey Court Rules, the undersigned hereby certifies that the matter in controversy is not subject of any other action pending in court or of a pending arbitration proceeding. The undersigned does not know of the names of any other parties who should be joined in the action or who are subject to joinder.

Respectfully submitted,

**DEREK SMITH LAW GROUP, PLLC**

/s/ Ian M. Bryson, Esquire  
IAN M. BRYSON, ESQUIRE  
*Attorneys for Plaintiff*

Dated: May 1, 2019

## Civil Case Information Statement

### Case Details: CAMDEN | Civil Part Docket# L-001667-19

Case Caption: ROJO NICOLE VS CITY OF CAMDEN

Case Initiation Date: 05/01/2019

Attorney Name: IAN M BRYSON

Firm Name: DEREK SMITH LAW GROUP, PLLC

Address: 1835 MARKET ST STE 2950

PHILADELPHIA PA 19103

Phone:

Name of Party: PLAINTIFF : Rojo, Nicole

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

### THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

05/01/2019

Dated

/s/ IAN M BRYSON

Signed